

## ACCESS AGREEMENT

THIS AGREEMENT, entered into this 18 day of January, <sup>2006</sup>~~2004~~, by and between Weston Solutions, Inc., a Pennsylvania corporation, located at 1400 Weston Way, West Chester, PA, 19380 ("Grantee"), and Crown Pacific New Jersey Corporation, located at ~~60 Executive Avenue, Edison, New Jersey~~ ("Owner").  
*200 mac Lane Keasbey NJ 08832*

### WITNESSETH:

WHEREAS, Hatco Corporation ("Hatco") is the current owner and operator of a specialty chemical manufacturing facility at 1020 King George Post Road, Fords, Middlesex County, New Jersey, formerly owned and operated by W.R. Grace & Co.-Conn. ("Grace"); and

WHEREAS, the New Jersey Department of Environmental Protection ("NJDEP") is requiring environmental remediation of the Hatco facility and areas of environmental media impacted or potentially impacted by conditions at or emanating from the Hatco facility; and

WHEREAS, Weston has entered into an agreement with Hatco and Grace, to investigate and remediate historical environmental contamination at the Hatco facility; and

WHEREAS; Owner owns property designated as Lot 6 in Block 71 by the current Tax Map of the Town of Fords (the "Property"); and

WHEREAS, Grantee requires access to certain areas of the Property for the purpose of implementing a restricted use remedial action, including the use of institutional and engineering controls, well installation, and performing sampling attendant thereto, as specifically set forth on Schedule A attached hereto (the "Work") and conducting certain supplemental activities in accordance with NJDEP requirements to facilitate the Work; and

WHEREAS; the Grantee has requested permission to enter upon the Property to perform these activities; and

WHEREAS, it is Owner's intent to facilitate the Grantee's undertaking of the Work, including authorizing the use of institutional and engineering controls, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Grant of Access.** Subject to the terms and conditions hereinafter set forth, Owner hereby grants a license to Grantee, its agents, employees, licensees, consultants,

contractors, subcontractors, the NJDEP and its contractors, and the United States Environmental Protection Agency ("USEPA") and its contractors, to enter upon the Property only for the purposes of conducting the Work and certain supplemental activities in accordance with NJDEP and USEPA requirements to facilitate the Work. This license shall not be deemed a lien, encumbrance, restriction or covenant affecting the land.

**2. Scope of Work.** Owner recognizes that the Work is being conducted pursuant to NJDEP oversight. Grantee may be required to undertake additional activities on the Property as required by NJDEP. If additional activities are required, Grantee shall provide Owner four (4) weeks' notice of such additional activities. If Owner requires that additional work be undertaken at a different time due to interference with activities at the Property, it shall so inform, within fourteen (14) days of this notice, Grantee and provide another more convenient date.

While on the Property, the Grantee agrees to take all reasonable steps to prevent material interference to or with Owner's operations, if any, on the Property.

**3. Term.** This Agreement shall remain in effect until an instrument, executed by the NJDEP, is filed in the office of the County Clerk of Middlesex County, New Jersey, expressly terminating the institutional control contemplated by this Agreement.

**4. Restoration.** Except for the area of the engineering controls identified in Exhibit A, Grantee shall restore those areas of the Property to the condition reasonably approximating the condition as initially found by Grantee. Grantee shall be responsible for the repair and security of the engineering controls and equipment it leaves on the Property.

**5. Compliance With Applicable Law.** The Grantee, its successors and assigns, agree that its activities on the Property shall be performed in accordance with the requirements of all applicable federal, state and municipal law, regulations and ordinances. The Grantee will obtain all permits or approvals necessary to undertake the Work at their sole cost and expense. Owner agrees to cooperate fully with Grantee in obtaining all such permits and approvals. Owner agrees to promptly execute any reasonable documents prepared by Grantee to obtain such permits and approvals including, but not limited to, a deed notice, as further described in Paragraph 11, herein. Grantee agrees to promptly notify Owner of any such required permits or approvals for which Owner's cooperation is required to so obtain.

**6. Owner's Obligation.** Owner shall provide to Grantee all information in its possession or control regarding underground utility lines or any other hidden obstacles in the areas where the Work set forth in Exhibit A or as supplemented pursuant to Paragraph 2 will be undertaken.

**7. Grantee Obligation.** Grantee shall afford reasonable prior written notice to Owner's designated representative as to the timing and scope of work to be conducted on

the Property. Any and all validated data collected by the Grantee and/or its representatives regarding the Property shall be reduced to writing with one (1) copy provided to Owner promptly after Grantee's receipt.

**8. Third Parties.** Owner represents that there are no parties other than itself and Middlesex Water Company having any interests in the Property.

**9. Insurance.** Prior to the undertaking of any Work on the Property by consultants or contractors, the Grantee shall deliver to Owner evidence of comprehensive general liability insurance coverage in the amount of at least \$1 million naming the Owner as an additional insured.

**10. Indemnification.** The Grantee agrees to indemnify, defend and hold Owner harmless against claims, liabilities, demands and actions at law and equity for damages or injuries caused to the Property and actions or claims by any governmental agency, caused solely by the performance of the Work as supplemented pursuant to Paragraph 2, if conducted by Grantee or its authorized representative pursuant to this Agreement, except to the extent that such claim, liability, demand or action results in any way from the acts or omissions of Owner or its agents, employees, contractors, licensees or subcontractors or from the failure of the Owner to perform its obligations hereunder.

**11. Remediation.** The Owner agrees that Grantee may remediate the Property to restricted use standards. The final remedy at the Property will include institutional controls (such as a deed notice substantially similar in form to the model set forth at N.J.A.C. 7:26E, Appendix E, as may be amended from time to time, prohibiting the use of the Property for residential use), and engineering controls, including, without limitation, a cap. In addition, Grantee may implement a groundwater Classification Exception Area delineating the aquifer where the contaminants exist above the groundwater quality standards. Owner will promptly execute any documents necessary to implement the remediation, including, without limitation, the deed notice referenced herein. Grantee shall maintain any institutional and engineering controls in perpetuity, including performing any monitoring and reporting requirements.

**12. Limited Waiver.** Except as expressly set forth in this Agreement, Owner hereby waives any actions or demands, at law or in equity, whether known or unknown, it may have against Grantee, arising from the presence of contaminants on the Property that emanated from the Hatco facility.

**13. Severability.** In case one or more of the covenants, terms and provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any regard, the validity of the remaining covenants, terms and provisions contained herein shall be in no way affected, prejudiced or disturbed and the remaining covenants, terms and provisions shall remain in full force and effect.

**14. New Jersey Law.** This Agreement has been executed and delivered in the State of New Jersey and shall be deemed to be a contract made under, and shall be

construed for all purposes in accordance with, New Jersey law, without regard to principles of conflicts of law.

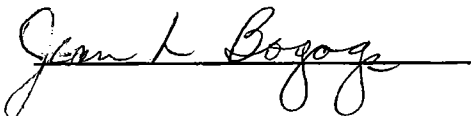
**15. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. This Agreement shall not be assigned, in whole or in part, to any other person or entity. If any party to this Agreement sells its property, it shall be obligated to disclose this Agreement to any new owner. Within thirty (30) days of execution, Owner shall record this instrument in the Office of the Middlesex County Clerk.

**16. Execution and Counterparts.** This Agreement shall be executed by an authorized representative of the Owner or Grantee and each party warrants and represents the authenticity of the representative signing on its behalf. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**17. Captions.** The paragraph headings herein are for convenience only and shall not be construed to limit or affect any provision of this Agreement. This Agreement was drafted by counsel for the Grantee as a matter of convenience and shall not be construed for or against either party on that account.

IN WITNESS WHEREOF, the Grantee and Owner have caused this Agreement to be executed as of the date first written above.

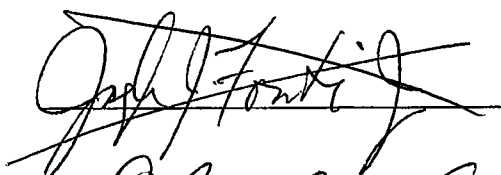

WITNESS:



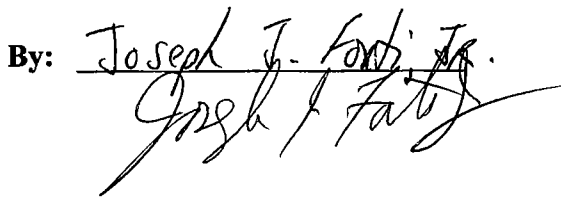
WESTON SOLUTIONS, INC.

By: 

WITNESS:

  
  
Attorney at Law  
State of New Jersey

CROWN PACIFIC OF NEW  
JERSEY CORPORATION

By: 

PENNSYLVANIA  
STATE OF ~~NEW JERSEY~~  
COUNTY OF Chester )  
SS:

I CERTIFY that on January 31, 2006, DONALD B. BAUER,  
an authorized representative of WESTON SOLUTIONS, INC., personally came before  
me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document;
- (b) signed, sealed and delivered this document as his act and deed.

*Jean L. Bogage*  
NOTARY  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jean L. Bogage, Notary Public  
West Whiteland Twp., Chester County  
My Commission Expires Apr. 25, 2009  
Member, Pennsylvania Association of Notaries

STATE OF NEW JERSEY)  
COUNTY OF )  
SS)

I CERTIFY that on 8 Feb 2006, JOE FORTI, an  
authorized representative of CROWN PACIFIC OF NEW JERSEY CORPORATION,  
personally came before me and acknowledged under oath, to my satisfaction, that this  
person:

- (a) is named in and personally signed the attached document;
- (b) signed, sealed and delivered this document as his act and deed.

*Elmer M. Coleman*  
NOTARY  
*Atty at Law*  
*State of New Jersey*